

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

_____)	
)	
UNITED STATES OF AMERICA)	
)	
v.)	No. 16-cr-10094-LTS
)	
ROSS MCLELLAN,)	
Defendant)	
_____)	

ASSENTED-TO MOTION TO TEMPORARILY MODIFY CONDITIONS OF RELEASE

Now comes the Defendant, Ross McLellan, by and through undersigned counsel, and hereby respectfully moves this Honorable Court for an Order temporarily modifying his present conditions of release, Dkt. 11, to allow Mr. McLellan's wife to refinance the family residence and obtain a \$350,000 mortgage that would be used to pay off the balance of and replace the family's current \$200,000 line of credit and would allow the family to use equity from their home to cover future household expenses.

As grounds and reasons therefore, Mr. McLellan states the following:

1. On April 6, 2016, Mr. McLellan was ordered released on conditions that were secured by a \$250,000 property bond, Dkt. 22. The bond was secured by a deed, an escrow agreement, and a mortgage (in favor of the Clerk for the District Court of the District of Massachusetts) to the family's home in Hingham, MA. This bond was continued pending appeal;¹
2. Mr. McLellan has fully complied with all of his conditions of release;

¹ The Hingham, MA property is held in fee-simple by Ms. McLellan.

3. In November of 2018, with this Honorable Court's permission, Ms. McLellan obtained a \$200,000 line of credit collateralized by the family's residence in order to secure funds for future expenses, Dkt. 532 and 533. In a similar request, this Honorable Court ordered the Clerk for the District Court of the District of Massachusetts to discharge its mortgage, allowed Mr. McLellan's appearance bond to be temporarily unsecured, and allowed Ms. McLellan to execute a new mortgage in favor of the Clerk for the District Court of the District of Massachusetts after the line of credit issued. Dkt. 533. The family complied with this Honorable Court's Order, successfully obtained the line of credit, and re-recorded the new mortgage securing Mr. McLellan's bond.

4. Ms. McLellan is presently seeking to replace the \$200,000 line of credit with a new \$350,000 loan that would be used to pay off the balance of the existing \$200,000 line of credit and would allow the family to use equity from their home to cover future household expenses;

5. Ms. McLellan applied for a loan with Rocket Mortgage, however, the bank has informed her that it is unable to close because of the \$250,000 mortgage that is presently securing Mr. McLellan's bail. The bank is seeking to close within the next 10 days.

6. If the current \$250,000 encumbrance were to be temporarily removed by this Honorable Court, Ms. McLellan would be able to secure the requested mortgage. After securing the mortgage, Ms. McLellan would then execute and record a new mortgage in favor of the Clerk for the District Court of the District of Massachusetts to secure Mr. McLellan's bail;

7. The family's home in Hingham, MA has a net equity of over \$1 million, *i.e.*, the value of the home is more than enough to cover the \$350,000 mortgage and Mr. McLellan's \$250,000 appearance bond;

8. Furthermore, the deed and escrow agreement securing Mr. McLellan's appearance bond would remain untouched;

9. Accordingly, Mr. McLellan respectfully requests this Honorable Court to temporarily modify his conditions of release by (1) Ordering the Clerk for the District Court of the District of Massachusetts to execute the Discharge of Mortgage, attached hereto as Exhibit 1; and (2) by allowing Mr. McLellan's appearance bond to be temporarily unsecured until the family obtains the requested \$350,000 mortgage, followed (3) by the execution of a new mortgage that would be recorded after the mortgage issues. Mr. McLellan, through his counsel, will notify this Honorable Court, the Government, and Probation once the old mortgage is discharged and once the new mortgage has been recorded.

WHEREFORE, Mr. McLellan respectfully requests that this instant motion be allowed.

COMPLIANCE WITH LOCAL RULE 7.1(a)(2)

Undersigned counsel conferred with counsel for the government, and the government, by and through Stephen E. Frank, assents to the defendant's request.

Respectfully Submitted,
Ross McLellan
By His Attorney,

/s/ Martin G. Weinberg
Martin G. Weinberg
Mass. Bar No. 519480
20 Park Plaza, Suite 1000
Boston, MA 02116
(617) 227-3700
owlmgw@att.net

Dated: December 2, 2019

CERTIFICATE OF SERVICE

I, Martin G. Weinberg, hereby certify that on this date, December 2, 2019, a copy of the foregoing documents has been served, via electronic mail, upon Assistant U.S. Attorney Stephen E. Frank.

/s/ Martin G. Weinberg

Martin G. Weinberg